THE HONOURABLE SRI JUSTICE V.V.S.RAO

WRIT PETITION NO.6036 OF 2007

DATED 02.04.2007

BETWEEN

Md.Aqueeluddin

… Petitioner

AND

The District Panchayat Officer/Convenor, District Level Sand Committee, Adilabad.

… Respondent

THE HONOURABLE SRI JUSTICE V.V.S.RAO

WRIT PETITION NO.6036 OF 2007

ORDER:

The petitioner was granted mining lease for quarrying sand in Gangapur reach in Rebbana Mandal of Adilabad District for the year

2005-2007. The petitioner paid the highest bid amount of Rs.22,500/- for getting lease from 01.04.2005 to 31.03.2007. The petitioner alleges that the lease was for a period of ten years with a condition that the lessee shall enhance the lease amount by ten per cent. The petitioner completed lease of one year. A month and a half before completion of lease, he made a representation to the respondent, namely, District Panchayat Officer, District Level Sand Committee, Hyderabad, requesting for renewal of the lease for one more year. He also expressed his willingness to enhance lease amount by ten per cent. As no orders are passed on the application, dated 14.02.2007, he filed the instant writ petition praying for a writ of Mandamus directing the respondent to consider the representation and extend the lease. The petitioner also alleges that though agreement was entered into on 01.04.2006, respondent did not allow the petitioner to quarry the sand on the ground that Ground Water Department did not issue Certificate of Feasibility for the above reach. Therefore, the petitioner contends that in any event, the respondent should continue the lease for a period of two months beyond 31.03.2007 as he was deprived of such lease period.

After hearing learned counsel for petitioner and learned Assistant Government Pleader for Panchayat Raj, this Court holds that the petitioner has no right under A.P.Minor Mineral Concession Rules, 1966 (the Rules, for brevity), especially Rule 9-A to 9-N of the Rules to seek extension of lease. This Court has considered this aspect of the matter in **S.K.D.A.K.S.Q., B&F Cooperative Society Limited v DPO & DM and Convenor**[1] and held as under.

> A reading of the Rules, as noticed hereinabove, would show that the proviso to Rule 9-L of the Rules confers a limited right on the existing lessees to continue the lease for a period of sixty days on payment of ten per cent enhanced lease amount. That situation would arise only when the sand reach is not put to auction for the subsequent year. Except to the limited extent, a lessee who is granted the right to quarry sand for a specified period cannot claim any right for extension of lease. The Rule 9-B(1) of the Rules is only enabling provision under which the competent authority can grant lease for a period of two years. In these cases, the leases were granted to the petitioners only upto 30.09.2005 and therefore, they have no right to compel the respondents to extent lease whatever the reason be.

The counsel for the petitioner does not dispute the legal position. Therefore, he only requests this Court to issue a direction to respondents to dispose of his application. Therefore, this Court observes that the respondent may dispose of the representation made

by the petitioner expeditiously.

The writ petition, with the above observations, is accordingly disposed of. No costs.

(V.V.S.RAO,J)

02.04.2007.
pln

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[1] 2006 (1) ALD 495 = 2006 (2) ALT 399